

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

IN THE GENERAL COURT OF JUSTICES SUPERIOR COURT
SUPERIOR COURT DIVISION CUMBERLAND COUNTY
FILE NO.: 016 CVS 08021

SUBMITTED IN COURT 0

12/14/16 3B

BY: 

Deputy Clerk of Superior Court

**MOTION FOR APPROVAL
SETTLEMENT FOR THE BENEFIT
OF MINORS AND DISMISSAL**

JOHN DOE 15, by and through Guardian)
Ad Litem Jane Doe; JOHN DOE 16, by)
and through Guardian Ad Litem Sarah)
Doe; and JOHN DOE 17, by and through)
his Guardian Ad Litem, James Doe;)
Plaintiffs,)
v.)
JOHN DOE; ABC, LLC; DEF, INC.;)
RICHARD DOE; and GHI, INC.)
Defendants.)

Plaintiffs, by and through undersigned counsel and pursuant to Rule 17(e) of the North Carolina Rules of Civil Procedure, moves the Court for an order approving the settlement of this action and dismissing his claims against Defendants. In support of this motion, Plaintiffs state that:

1. Plaintiffs are the duly appointed guardians ad litem for John Doe 15, John Doe 16, and John Doe 17, each a minor. They have maintained this action seeking damages set out more fully in the Amended Complaint. Upon information and belief, Defendants deny liability for the alleged claims and damages.

2. Plaintiff John Doe 15, by and through his Guardian Ad Litem Jane Doe, has negotiated a compromise settlement with Defendants and has agreed to accept \$900,000.00 in full and final settlement of all claims.

3. Plaintiff John Doe 16, by and through his Guardian Ad Litem Sarah Doe, has negotiated a compromise settlement with Defendants and has agreed to accept \$250,000.00 in full and final settlement of all claims.

4. Plaintiff John Doe 17, by and through his Guardian Ad Litem James Doe, has negotiated a compromise settlement with Defendants and has agreed to accept \$250,000.00 in full and final settlement of all claims.

5. The terms of the settlement are reflected in the Mutual Release and Settlement Agreement the parties have executed, which is attached as Exhibit A.

6. Plaintiffs believe that this settlement is in the best interest of John Doe 15, John Doe 16, and John Doe 17 because (a) the monetary sums are fair compensation for the harm suffered by the minors; (b) settlement will avoid the expense and uncertainty of trial; and (c) settlement ensures that their identities shall be protected from undesired disclosure. Moreover, the sums will be placed in trust for the minors to pay for their medical and educational needs as the trustees sees fit, and until the minors reach ages where their monies can be turned over to their control.

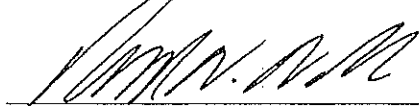
7. This settlement, if approved, will resolve all disputes between the parties, and therefore all of Plaintiffs' claims will be voluntarily dismissed with prejudice upon delivery of the payments required by the settlement agreement.

WHEREFORE, Plaintiffs pray the Court that the settlement of this action be approved and that they be permitted to voluntarily dismiss their claims with prejudice upon delivery of the payments required by the settlement agreement.

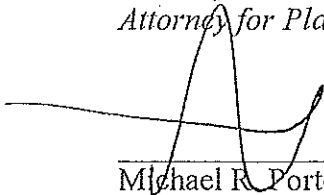
This the 14th day of December, 2016.



Walter L. Tippet, Jr.
N.C. State Bar No. 22357
BROOKS, PIERCE, McLENDON,
HUMPHREY & LEONARD, L.L.P.
Post Office Box 1800 Raleigh, NC 27602
Telephone: (919) 573-6220
Facsimile: (336) 232-9220
wtippet@brookspierce.com
Attorney for Plaintiff



Reed N. Noble
N.C. State Bar No.: 9977
THE REED NOBLE LAW FIRM, PLLC
5114 Yadkin Road, Suite 100
Fayetteville, NC 28303
Phone: (910) 551-1926
Fax: (910) 920-2707
rnoble@noblelegalservices.com
Attorney for Plaintiff



Michael R. Porter
N.C. State Bar No.: 37000
THE MICHAEL PORTER LAW FIRM
5851 Ramsey Street
Fayetteville, NC 28311
Telephone: (910) 339-3131
Facsimile: (910) 339-3132
michael@michaelporterlaw.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of December, 2016, a copy of the foregoing **MOTION FOR APPROVAL OF SETTLEMENT FOR THE BENEFIT OF MINORS AND DISMISSAL** was served upon the following counsel by personal delivery:

Richard M. Wiggins, Esquire
James A. McLean III, Esquire
McCoy Wiggins Cleveland & McLean PLLC
Post Office Box 87009
Fayetteville, North Carolina 8304-7009
Fax No.: 910-483-0094
rwiggins@mccoywiggins.com
jmclean@mccoywiggins.com

H. Gerald Beaver, Esquire
David T. Courie, Sr., Esquire
Beaver Courie Sternlicht Hearp & Bradford, PA
P.O. Box 2275
Fayetteville, North Carolina 28301
Fax No.: 910-323-3403
hgb Beaver@beavercourie.com
dmr@beavercourie.com

Susanna Knutson Gibbons, Esquire
Poyner Spruill, LLP
P.O. Box 1801
Raleigh, North Carolina 27602-1801
Fax No.: 919-783-1075
SGibbons@poynerspruill.com

This the 14th day of December, 2016.



Walter L. Tippet, Jr.
BROOKS, PIERCE, McLENDON,
HUMPHREY & LEONARD, L.L.P.
Post Office Box 1800
Raleigh, NC 27602
Telephone: (919) 573-6220
Facsimile: (336) 232-9220
wtippet@brookspierce.com
Attorney for Plaintiff

CONFIDENTIAL SETTLEMENT AGREEMENT

This Confidential Settlement Agreement ("Agreement") is effective the 14th day of December, 2016 ("the Effective Date") by, between, and among:

[REDACTED] by and through his Guardian ad Litem Deborah B. Koenig; [REDACTED]
[REDACTED] by and through his Guardian ad Litem Ray C. Vallery; [REDACTED] by and
through his Guardian ad Litem Juanita D. Bailer; [REDACTED]
[REDACTED] and [REDACTED] and [REDACTED]
[REDACTED] may be collectively referred to herein as "Prospective Minor Plaintiffs."
All of these parties may be collectively referred to herein as "Prospective
Plaintiffs."

and

RLC, LLC; MGL, Inc.; GRJ, Inc.; Michael G. Lallier; and Gene Reed, Jr. These
parties may be collectively referred to herein as "Defendants."

Yadkin Road
Partners, LLC
PMW
PML

Prospective Plaintiffs and Defendants may be individually and collectively referred to as "a Party"
or "the Parties."

WITNESSETH

WHEREAS the Parties currently have a dispute ("the Subject Claims") arising from and related to allegations of conduct and related injuries, whether arising in tort or otherwise, to the Prospective Plaintiffs and the operations of automobile dealerships ("the Dealerships") owned and operated by RLC, LLC, which is owned by MGL, Inc. and GRJ, Inc. (collectively "the Dispute");

WHEREAS, one of Prospective Plaintiffs filed legal claims in Cumberland County, North Carolina on November 22, 2016 on the Effective Date against Defendants based on the Dispute ("the Action"), which claims included a request for injunctive relief preserving Defendants' assets during the Action, and the other Prospective Plaintiffs have forecast other claims; and

WHEREAS, in order to avoid the uncertainty inherent in litigation, and the attorneys' fees and other expenses that would be associated with the prosecution and defense of the Subject Claims, and after good-faith negotiations and the exchange of information, the Parties have agreed to resolve and to settle all controversies between them, both known and unknown, including any claims each may have asserted or could have asserted in the Action, known or unknown or related to events alleged to have occurred before the signing of this document, according to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Court Approval; Interim Enforceability.** This Agreement is subject to the approval by the Superior Court of Cumberland County, North Carolina (the "Court") as being fair, reasonable, and in the best interest of Prospective Minor Plaintiffs and an extension of the Temporary Order to Seal entered in the Action on or about December 1, 2016 (the "Temporary Seal Order") into a permanent order, contingent only upon Defendants' transmittal of the payments required by paragraph 3(a) below ("Court Approval"). However, pending such consideration by the Court, this Agreement shall be binding upon the Parties as set forth below, and as follows in specific regard to obtaining Court Approval: (i) the Parties have agreed and directed their counsel to seek Court Approval as soon as a hearing can be accommodated by the Court and in no event later than Wednesday, December 14, 2016; (ii) no Party shall object to Court Approval of this Agreement; (iii) no Party may withdraw its consent to Court Approval prior to consideration and ruling by the Court; and (iv) notice of Court Approval shall be effective the earlier of the Court's announcement thereof or facsimile or email transmittal of a signed order. In the event the Court does not, upon due request of the Parties, approve this Agreement, then this Agreement shall become null and void.

2. **Litigation Standstill.** The Action will be stayed and related filings shall remain under seal for as long necessary to obtain Court Approval, which period shall be referred to as "the Standstill Period." During the Standstill Period, the Parties shall abide by all of the terms and conditions of their Standstill Agreement effective October 20, 2016 (the "Pending Standstill Agreement"), except that no payments shall be due. All obligations and/or restrictions in the Pending Standstill Agreement and the Standstill Period shall immediately terminate upon the Court's decision regarding approval of the settlement as to the Minor Prospective Plaintiffs set forth in this Agreement. If the Court does not approve this Agreement, there will be no settlement. If the Court does approve this Agreement, it shall become the full and final expression of the Parties' settlement. During the Standstill Period, the filings in the Action shall remain under seal pursuant to the terms of the Temporary Seal Order. The Parties acknowledge and agree that their consent to the Action's filing being under seal temporarily pending Court Approval shall not prejudice any Party's right to seek or object to further seal of filings if this Agreement is not approved.

3. **Exchanges of Consideration.** In consideration for the releases and other obligations contained in this Agreement, the sufficiency of which is acknowledged:

(a) *Payments:* After Court Approval and no later than 5:00 P.M. EST on Wednesday, December 28, 2016, with time being of the essence, Defendants, jointly and severally, shall cause to be paid by wire transfer in trust to Brooks, Pierce, McLendon, Humphrey & Leonard, LLP, as counsel for Prospective Plaintiffs, each of the following payments:

- (i) \$900,000.00 (Nine Hundred Thousand and No/100 Dollars) for the benefit of [REDACTED]
- (ii) \$250,000.00 (Two Hundred and Fifty Thousand and No/100 Dollars) for the benefit of [REDACTED]
- (iii) \$250,000.00 (Two Hundred and Fifty Thousand and No/100 Dollars) for the benefit of [REDACTED]
- (iv) \$250,000.00 (Two Hundred and Fifty Thousand and No/100 Dollars) for the benefit of [REDACTED]
- (v) \$150,000.00 (One Hundred Fifty Thousand and No/100 Dollars) for the benefit of [REDACTED] and [REDACTED] together; and
- (vi) \$125,000.00 (One Hundred Twenty-Five Thousand and No/100 Dollars) for the benefit of [REDACTED] and [REDACTED] together.

Prospective Plaintiffs shall be solely responsible for determining the proper allocation of the payments, including compliance with Court Approval; and

(b) [REDACTED] *Employment:* After Court Approval and no later than 5:00 P.M. EST on Wednesday, December 28, 2016, with time being of the essence, [REDACTED] shall resign all positions of employment with any Prospective Defendant and hereby agree not to seek further employment with any Defendant or related entity. RLC, LLC shall provide positive letters of reference confirming dates of employment and that termination of employment was not involuntary; and

(c) *Transfer of Personal Property:* At his option, within five business days of Court Approval, Prospective Defendants shall cause to be transferred to [REDACTED] title to one new truck to be selected by him, free and clear of all liens and encumbrances, which election shall result in a deduction of the sum otherwise owed under paragraph 3(a)(vii) from \$125,000.00 to \$100,000.00; ** this credit shall be equal to \$25,000.00 selection and delivery to be done off site.*

(c) *Confidentiality:* The Parties shall keep the terms of this Agreement and the factual underpinnings of the Dispute confidential, as further specified below; and

[REDACTED] agrees to forgo his right to complete or fill out the General Motor Purchase and Delivery survey or make any negative comment online regarding the vehicle or service provided.

(d) *Non-disparagement*: The Parties agree not to disparage one another, as further specified below; and

(e) *Mutual Releases*: The Parties release any and all claims and actions against each other, known and unknown, related to events occurring prior to the signing of this document, as further specified below, including, without limitation, the Subject Claims; and

(f) *Litigation Standstill*: The Parties shall postpone all litigation activities against each other, other than pursuit of Court Approval, and shall abide by the Pending Standstill Agreement and the Temporary Seal Order, as further specified above; and

(g) *Costs and Expenses*: Each Party shall bear its own costs and fees incidental to this Agreement and the Dispute, including attorneys' fees, medical expenses, and tax liabilities, if any.

4. **Confidentiality.** This Agreement, the terms of this Agreement and the factual bases for the Dispute and the Subject Claims, more particularly outlined in a draft complaint shared with Defendants in anticipation of the Action, shall be kept confidential by the Parties and shall not be disclosed, made public or disseminated, directly or indirectly, to anyone other than the Parties' insurers, accountants, tax advisors and attorneys unless pursuant to subpoena or as otherwise required by law, without all other Parties' written, signed consent; provided, however, that a Party shall provide the other Parties no less than ten (10) days' notice of any subpoena or other legal request for disclosure of such confidential information, or such lesser amount as is allowed by the subpoena or legal request for disclosure. The Parties shall have the opportunity to object to and/or move to quash any such subpoena or other legal request for disclosure of such confidential information. If, and only if, they are asked about the status of the Subject Claims, the Parties may acknowledge only that it was resolved in a mutually satisfactory manner, with no further elaboration. Nothing in this paragraph or in this Agreement shall restrict either Prospective Plaintiffs or Defendants from making truthful statements in response to any lawfully issued and served subpoena from any court, administrative agency or regulatory authority. The parties agree that they are unaware that any person or entity, who or which is not a party to this Agreement, has any draft thereof.

As to breach by any Prospective Plaintiff, each agrees that damages arising from breach of this paragraph would be substantial yet difficult to calculate, and hereby stipulates that the sum paid to each Prospective Plaintiff pursuant to paragraph 3(a) above is set as liquidated damages for each Prospective Plaintiff's breach, together with enforcement through specific performance. As to each breach by any Defendant, each agrees that damages arising from breach of this paragraph would be substantial yet difficult to calculate, and hereby stipulates he or it shall owe each Prospective Plaintiff identified in the breaching communication an additional sum equal to

\$25,000.00 for each breach as liquidated damages, together with enforcement through specific performance and recovery of attorneys' fees attributable to enforcement.

Prospective Plaintiffs warrant and agree that they (i) have provided no statements to law enforcement or child protection authorities that should reasonably lead to criminal charges against any Defendant other than pending criminal charges related to the allegation(s) in Indictment #2016GS1601485 and Warrant #2016A1610200172 (together, the "**Indictment**"); (ii) have been advised they are under no legal duty to report any misconduct by Defendants arising from or related to the Dispute; and (iii) will not take any voluntary action(s) to initiate a criminal or civil investigation and/or proceeding against any of Defendants in connection with any matter referenced in the Recitals contained in this Agreement. Defendants acknowledge that a law enforcement, administrative, or regulatory agency may in any event initiate an investigation or proceeding against one or more of them *sua sponte*, and such event shall have no bearing on the validity or enforceability of this Agreement. Additionally, Defendants agree that Prospective Plaintiffs may participate in any such investigation or proceeding if directed to participate by a valid subpoena, or by order of a court of competent jurisdiction.

Notwithstanding the foregoing, without violating the terms of this Agreement, Defendants may disclose, under seal, to the solicitor responsible for prosecuting the criminal charges related to the Indictment: (i) a copy of this Agreement; (ii) that Prospective Plaintiffs have resolved their civil claims against Defendants to their satisfaction; and/or (iii) the affidavit of [REDACTED] and [REDACTED] attached hereto as Exhibit A (the "**Affidavit**"), which statements are incorporated herein by reference. The Affidavit shall be held in escrow by Plaintiffs' counsel pending receipt of the payments required by paragraph 3(a) above. Notwithstanding anything to the contrary elsewhere in this document, the Parties agree that it is not a violation of this Agreement for Defendants to disclose this Agreement, the terms of this Agreement and the factual basis of the Dispute and the Subject Claims in connection with their claims for insurance coverage.

The Parties agree that any claims for violations of this Agreement shall be filed under seal. Finally, all Parties shall be released from the confidentiality requirements of this Agreement if Defendants fail to make payments as required by paragraph 3(a) above.

4A. **Nondisparagement.** The Prospective Plaintiffs agree that they will not disparage Defendants or engage in any conduct or communication that is intended to cause or has the effect of causing harm to the reputation, business operations and/or personal standing of Defendants. The individual Defendants agree that they will not disparage Prospective Plaintiffs or engage in any conduct or communication that is intended to cause or has the effect of causing harm to the reputation or personal standing of the Prospective Plaintiffs. The corporate Defendants agree to instruct their officers and directors not to disparage Prospective Plaintiffs or engage in any conduct

or communication that is intended to cause or has the effect of causing harm to the reputation or personal standing of Prospective Plaintiffs.

5. **Release by Prospective Plaintiffs.** For and in consideration of the mutual promises contained herein and other good and valuable consideration, including the payments required by paragraph 3(a) above, the sufficiency of which is hereby acknowledged, Prospective Plaintiffs for themselves, their heirs, successors, assigns, agents, attorneys and representatives, and for all accounts owned by them including, but not limited to, all custodians of individual retirement accounts owned by them, do hereby irrevocably and unconditionally release, remise, acquit and forever discharge Defendants, collectively and individually, as well as their family members, insurers, economic interest holders, shareholders, heirs, successors, representatives, and assigns, past and present parents, subsidiaries, divisions, affiliates, officers, directors, members, managers, and employees, jointly and individually (collectively, the "Defendant Released Parties"), of and from any and all claims, demands, actions, causes of action, suits, damages, liabilities, loss or expense of any nature whatsoever, whether known or unknown, including attorneys' fees, without regard to whether such is contingent or absolute, arising out of or on account of any acts, omissions or other circumstances prior to the date hereof, including but not limited to those that were or could have been raised in connection with the Subject Claims.

Prospective Plaintiffs further covenant not to initiate any complaint, action, or proceeding of any kind, individually or derivatively, against the Defendant Released Parties, based on matters related to the facts alleged in connection with the Subject Claims or otherwise existing, whether known or unknown, as of the date of this Agreement. Notwithstanding anything herein to the contrary, nothing in this Agreement should be construed to release Defendants from obligations created by this Agreement or to release any potential claims by members of Prospective Plaintiffs' families, unless they are otherwise signatories to this Agreement.

6. **Release by Defendants.** For and in consideration of the mutual promises contained herein and other good and valuable consideration, including the payments required by paragraph 3(a) above, the sufficiency of which is hereby acknowledged, Defendants for themselves, their heirs, successors, assigns, agents, attorneys and representatives, and for all accounts owned by them including, but not limited to, all custodians of individual retirement accounts owned by them, do hereby irrevocably and unconditionally release, remise, acquit and forever discharge Prospective Plaintiffs, collectively and individually, as well as their, economic interest holders, shareholders, heirs, successors, representatives, and assigns, past and present parents, subsidiaries, divisions, affiliates, officers, directors, members, managers, and employees, jointly and individually (collectively, the "Prospective Plaintiff Released Parties"), of and from any and all claims, demands, actions, causes of action, suits, damages, liabilities, loss or expense of any nature whatsoever, whether know or unknown, including attorneys' fees, without regard to whether such is contingent or absolute, arising out of or on account of any acts, omissions or other circumstances

prior to the date hereof, including but not limited to those that were or could have been raised in connection with the Subject Claims.

Defendants further covenant not to initiate any complaint, action, or proceeding of any kind, individually or derivatively, against the Prospective Plaintiff Released Parties, based on matters related to the facts alleged in connection with the Subject Claims or otherwise existing, whether known or unknown, as of the date of this Agreement. Notwithstanding anything herein to the contrary, nothing in this Agreement should be construed to release (i) Prospective Plaintiffs from obligations created by this Agreement or to release any potential claims against members of Prospective Plaintiffs' families, unless they are signatories to this Agreement, or (ii) to release Defendants' insurers from potential claims by Defendants.

7. **Indemnity Against Liens.** Prospective Plaintiffs agree to defend, indemnify, and hold harmless Defendants from any liability, lien, or obligation, including costs of defense, for monies owing to any subrogor, insurer, attorney, or other person, firm or entity not a party to the Agreement who may claim to be entitled to receive any portion of the funds paid in accordance with this Agreement.

8. **No Admissions.** The settlement contemplated by this Agreement is in compromise of disputed claims, and the compromises are not to be construed as admissions of liability on the part of any Party. The Defendants have made no statements or admissions and intend merely to avoid litigation and buy their peace as requested by Prospective Plaintiffs.

9. **Enforceability; Authority of Parties and Signatories.** The Parties hereby represent and warrant to each other that they have the power and authority to execute and deliver this Agreement and that they have obtained all necessary authorizations to enter into this Agreement, that the execution of this Agreement does not violate any agreement to which it is a party and that this Agreement constitutes a legal, valid and binding obligation enforceable upon the Parties in accordance with its terms, regardless of the adequacy of consideration. By his or her signature, each signatory executing this Agreement on behalf of an entity covenants and warrants to the other Parties that he has the authority to do so as a binding and legally enforceable act of such entity.

10. **Entire Agreement; No Oral Modifications.** This Agreement is not based upon any factual, legal, or other representation or promise made by or on behalf of either of the Parties not contained in this Agreement. The Parties acknowledge and agree that if the facts or law with respect to which this Agreement as executed are, or may be found hereafter to be, other than or different from the facts or law in that connection now believed by either of the Parties to be true, the Parties expressly accept and assume the risk of such possible difference and agree that all provisions of this Agreement shall be and remain effective notwithstanding any such difference. This Agreement contains the entire understanding between the Parties regarding the subject matter

hereof and supersedes any prior understanding or agreement between the Parties respecting such subject matter. There are no representations, warranties, arrangements, understandings, or agreements, oral or written, relating to the subject matter of this Agreement, except as fully expressed herein. The terms of this Agreement are contractual and not a mere recital. This Agreement may not be altered, amended, modified or rescinded in any way except by written instrument duly executed by the Parties.

11. **Legal Representation; Right to Review; Intent to Release.** The Parties acknowledge, represent and agree, each with the other, that (i) each has consulted with an attorney of their choice regarding this Agreement prior to the execution hereof, or had the opportunity to consult with an attorney; (ii) each attorney or Party has been afforded a full opportunity to read, review, and consider this Agreement; (iii) each attorney or Party has had the opportunity to and has negotiated the terms of this Agreement; and (iv) no single Party shall be deemed the drafter hereof for purposes of interpretation of any term; (v) they understand the terms of this Agreement; (vi) they knowingly and voluntarily waived the rights identified herein; and (vii) they have determined that entering into this Agreement is in their best interest.

12. **Enforcement; Governing Law.** The Parties agree that any dispute arising under this Agreement shall be heard exclusively in the State Courts seated in Cumberland County, North Carolina or Federal Courts seated in the Eastern District of North Carolina. This Agreement shall be construed in accordance with and be governed by the internal laws of the State of North Carolina, without regard to principles of conflicts of law.

13. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable), shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be enforceable to the fullest extent permitted by law.

14. **Counterparts; Signatures.** This Agreement may be executed in multiple counterparts, with an executed counterpart being retained by each Party hereto. Each counterpart shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The undersigned further agree that this Agreement may be transmitted between them by facsimile or e-mail signatures, and the Parties further intend that faxed or e-mail signatures constitute original signatures and that a faxed or e-mailed Agreement (whether one or more counterparts) containing the signatures (original, faxed or e-mailed) of all the Parties is binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
ONE SIGNATURE PAGE TO FOLLOW]

Acknowledged and agreed, effective as of the Effective Date.

BY PROSPECTIVE PLAINTIFFS:

DEBORAH B. KOENIG, as Guardian
ad Litem for [REDACTED]
Dated: December __, 2016

JUANITA D. BAILEY, as Guardian
ad Litem for [REDACTED]
Dated: December __, 2016

[REDACTED]
Dated: December __, 2016

[REDACTED]
Dated: December 14, 2016


RAY C. VALLERY, as Guardian
ad Litem for [REDACTED]
Dated: December __, 2016

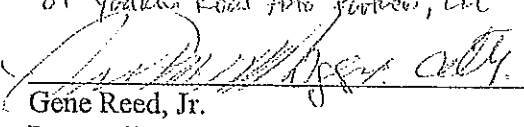
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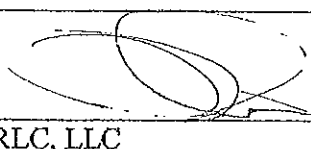
[REDACTED]
Dated: December __, 2016


[REDACTED]
Dated: December 14, 2016

BY DEFENDANTS:


Michael G. Lallier,
Personally and on behalf of MGL, Inc.
Date: December 14, 2016, and on behalf
of Yalham Road Auto Partners, LLC


Gene Reed, Jr.
Personally and on behalf of GRJ, Inc.
Date: December 14, 2016 on behalf
of Yalham Road Auto Partners, LLC


RLC, LLC
by Gene Reed Jr. on behalf of GRJ, Inc.
and by Michael G. Lallier on behalf of
MGL, Inc., Members and Authorized
Representatives
Date: December 14, 2016

 12/14/16

Acknowledged and agreed, effective as of the Effective Date.

BY PROSPECTIVE PLAINTIFFS:

DEBORAH B. KOENIG, as Guardian
ad Litem for [REDACTED]
Dated: December __, 2016

RAY C. VALLERY, as Guardian
ad Litem for [REDACTED]
Dated: December __, 2016

JUANITA D. BAILER, as Guardian
ad Litem for [REDACTED]
Dated: December __, 2016

[REDACTED]
Dated: December __, 2016

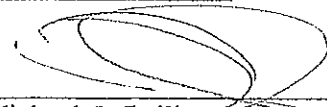
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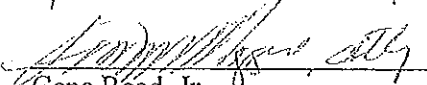
[REDACTED]
Dated: December 14, 2016


[REDACTED]
Dated: December __, 2016


[REDACTED]
Dated: December __, 2016

BY DEFENDANTS:


Michael G. Lallier,
Personally and on behalf of MGL, Inc.
Date: December 14, 2016, and on behalf of
Yadkin Road Auto Partners, LLC.



Gene Reed, Jr.
Personally and on behalf of GRJ, Inc.
Date: December 14, 2016, and on behalf
of Yadkin Road Auto Partners, LLC.

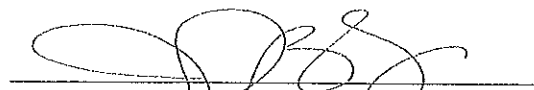

RLC, LLC
by Gene Reed Jr. on behalf of GRJ, Inc.
and by Michael G. Lallier on behalf of
MGL, Inc., Members and Authorized
Representatives
Date: December 14, 2016

 12/14/16

Acknowledged and agreed, effective as of the Effective Date.


BY PROSPECTIVE PLAINTIFFS:


DEBORAH B. KOENIG, as Guardian
ad Litem for [REDACTED]
Dated: December __, 2016


JUANITA D. BUTLER, as Guardian
ad Litem for [REDACTED]
Dated: December 14, 2016

[REDACTED]
Dated: December __, 2016

[REDACTED]
Dated: December __, 2016



RAY C. VALLERY, as Guardian
ad Litem for [REDACTED]
Dated: December __, 2016

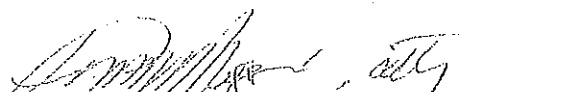
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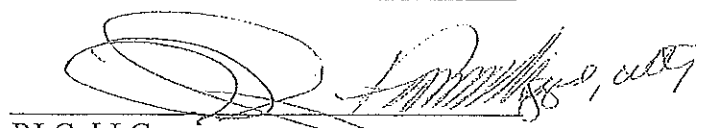
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[REDACTED]
Dated: December __, 2016

BY DEFENDANTS:


Michael G. Lallier;
Personally and on behalf of MGL, Inc.
Date: December __, 2016


Gene Reed, Jr.
Personally and on behalf of GRJ, Inc.
Date: December 14, 2016


RLC, LLC
by Gene Reed Jr. on behalf of GRJ, Inc.
and by Michael G. Lallier on behalf of
MGL, Inc., Members and Authorized
Representatives
Date: December 14, 2016

 12/14/16

STATE OF NORTH CAROLINA)
)
COUNTY OF CUMBERLAND)

AFFIDAVIT

To Whom It May Concern:

I, [REDACTED] by and through my Guardian Ad Litem Deborah Koenig, along with natural parents and guardians, [REDACTED] hereby wish to state under oath that:

- a) The Solicitor has the power to try, plea or otherwise resolve the pending criminal charge related to the allegation(s) in Indictment #2016GS1601485 and Warrant #2016A1610200172 alleging activity on or about September 3rd, 2016, (the "Alleged Incident");
- b) We will not challenge or object to the Solicitor's decision to resolve the previously referenced charge and fact pattern in whatever way the Solicitor deems appropriate;
- c) We recognize that if this matter were to be dismissed, plead to a lesser offense or otherwise resolved, we would be precluded from seeking prosecution of Michael G. Lallier on the above cited charge or any other charged based on the Alleged Incident;
- d) This affidavit is made and signed voluntarily, knowingly, after consult with competent legal counsel and not under duress, coercion or the influence of any impairing substance, and
- e) We have communicated with the Solicitor's office on the Alleged Incident and have no objection as to the way in which this matter has or will be handled.

FURTHER AFFIANT SAITH NOT.

[REDACTED]

ATTORNEY DEBRORAH KOENIG/ GAL

[REDACTED]

[REDACTED]

State of North Carolina
County of Cumberland

I, _____, a Notary Public for Cumberland County, North Carolina, do hereby certify that _____ and his Natural Guardian and Father, _____ and his Natural Guardian and Mother, _____ being personally known and/or identified, personally appeared before me this day and acknowledged before me that they executed the foregoing instrument freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of December, 2016.

NOTARY PUBLIC

My Commission Expires: _____

State of North Carolina
County of Cumberland

I, _____, a Notary Public for Cumberland County, North Carolina, do hereby certify that Deborah Koenig, being personally known and/or identified, personally appeared before me this day and acknowledged before me that they executed the foregoing instrument freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of December, 2016.

NOTARY PUBLIC

My Commission Expires: _____